

173 54th Street, Brooklyn,  
New York 11220  
Telephone Number:  
929-888-4437

**DELIVERY OF  
PHARMACEUTICAL GOOD  
AGREEMENT**

**("The Agreement" )** This "Agreement" for delivery of pharmaceutical goods is entered into by and between **Medminder Pharmacy** at 5369 Kings Hwy, Brooklyn, NY 11203, **"The Client"**), and Victoria NYC1 D.B.A. RX2GO INC ("RX2GO") of 173 54th St, Brooklyn NY 11220. ("RX2GO").

**DESCRIPTION OF SERVICES :** From the date on or about 04/04/2022, to 10/04/2022, "RX2GO" agrees to provide the delivery of pharmaceutical goods on behalf of **"Medminder Pharmacy"** to the designated recipients of the pharmaceutical goods to addresses designated by **"Medminder Pharmacy"**.

**CONFIDENTIALITY:** Under the terms and conditions set forth in this "Agreement", "RX2GO" recognizes that it may gain knowledge of procedures, methodologies, technologies, company names, names of patients, private medical information, and business practices that are proprietary of **"Medminder Pharmacy"** and are considered valuable trade secrets. In consideration of the foregoing premises and for good and other valuables consideration, all such information will be protected and held confidential indefinitely by "RX2GO".

**FEE SCHEDULE ARRANGEMENT :** “Medminder Pharmacy” agrees to make payments to “RX2GO”, for regular 9am-9pm delivery services rendered at the rate of [REDACTED] per stop in Brooklyn, Manhattan, Queens, The Bronx and Staten Island. [REDACTED] for Westchester, Nassau And Suffolk counties. [REDACTED] for Connecticut, New Jersey, Orange and Rockland counties. For next day Time Window delivery services rendered at the rate of [REDACTED] per stop in Brooklyn, Manhattan, Queens, The Bronx, Staten Island, Westchester, Nassau And Suffolk counties. For same day deliveries where pharmacy drops off to our location before 1:30 PM at the rate of [REDACTED] Each daily pick up of [REDACTED] “Medminder Pharmacy” and “RX2GO” agree to limit the attempts made to deliver the same item to the same address based on specific instructions provided by “Medminder Pharmacy” to “RX2GO” with a joint link to instructional software RX4ROUTE. Using software RX4ROUTE, it is the obligation of RX2GO to inform the intended recipient by phone of the approximate date and time of the intended delivery and to obtain a signature of the recipient upon delivery.

Parties to this Agreement agree that an attempted delivery is defined as “Rx2Go” picking up the medicine package at” designated address and making a good faith effort to deliver the same within one business day to an address designated by “Medminder Pharmacy”. In the event that no person is able to receive the package at the designated address, “RX2GO” will not leave the package at the door and based upon the financial and logistical terms designated in this “Agreement” will make other attempts to deliver the same. Packages picked up on Fridays may be delivered to the intended recipient on Saturday or Sunday unless specifically agreed to by the parties to the contrary.

The above fee schedule arrangement may increase if the gas prices increase to [REDACTED] and more and RX2GO will arrange with Medminder Pharmacy 10 days prior written notice. The above fee schedule arrangement is entered by the parties into consideration that “Medminder Pharmacy” is guaranteeing a minimum of [REDACTED] medicine packages per week. RX2GO agrees to provide “Medminder Pharmacy” a detailed invoice for its delivery services on a weekly basis on the day designated by the parties. The day of the week shall be Monday. “Medminder Pharmacy” agrees to remit payment within (7) days of receipt of the invoice. Unpaid invoices may be subject to a 5% or the maximum percentage allowed for under applicable laws, whichever is greater. In the event of failure to



timely pay for services rendered, “Medminder Pharmacy” agrees to be responsible for reasonable collection fees including legal fees if necessary. In addition to any other right or remedy provided by the terms of this contract and other statutory provisions, if for any reason “Medminder Pharmacy” fails to timely pay for the delivery services rendered, “RX2GO” has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**SCOPE OF SERVICES AND OBLIGATIONS:** “Medminder Pharmacy” agrees to use only proprietary software provided by RX2GO in connection with the services under this Agreement. “Medminder Pharmacy” warrants to RX2GO that all the products designated to be delivered by RX2GO will be lawfully prescribed, dispensed, labeled and sealed by “Medminder Pharmacy” with patient name and address prior to pick up by RX2GO. RX2GO is responsible for reasonably timely pick up at addresses designated by “Medminder Pharmacy” and delivers it with reasonable care to an address designated by “Medminder Pharmacy”. The geographical scope of the delivery shall be limited to Zip Codes accepted by the proprietary software RX4ROUTE. Deliveries beyond the designated Zip Codes must be agreed to in writing prior to delivery at an additional expense to “Medminder Pharmacy”. RX2GO shall be responsible for all tolls, as well as traffic and parking violation fines incurred during the course of delivering packages for “Medminder Pharmacy”.

**TERMINATION OF THIS AGREEMENT:** “Medminder Pharmacy” may this agreement without cause at any time within 48 hour written notice to RX2GO. RX2GO may terminate this agreement without cause anytime with 15-day prior written notice.

**RESPONSIBILITIES AND INSURANCE :** RX2GO, at its own expense, shall maintain during the term of this Contract, general automobile liability insurance with minimum limits required by State law; [REDACTED] per claim and [REDACTED] for personal injury and property damage, with other minimum limits and to comply with all applicable provisions of any Provincial, Federal, State and/or local driving law and ordinance in accordance with the highest standards of industry. Rx2Go will cover [REDACTED] for lost or damaged medications.

**EXCLUSIVE CONTROL** . RX2GO shall have sole and exclusive control over the manner in which its agents perform the transportation service provided for hereunder, and RX2GO shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by RX2GO.

**HEALTH & SAFETY** . RX2GO is responsible to ensure that each of its employees/drivers/workers receive proper instructions in connection to the delivery processes enumerated in this “Agreement”, including specific safety requirements and handling and delivery of the medications. No employee/driver/worker of RX2GO will be assigned to operate a vehicle or instructed to perform duties for which they do not have the proper state licensing to operate.

**CONFIDENTIALITY** . RX2GO, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit or the benefit of RX2GO, or divulge, disclose, or communicate in any manner, any information that is proprietary to “Medminder Pharmacy”. RX2GO and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**RETURN OF PROPERTY** : Upon termination of this Contract, RX2GO will return to “Medminder Pharmacy” all records, notes, documentation and other items that were used, created, or controlled by RX2GO to facilitate the terms of this Agreement.

**WARRANTY** : RX2GO will provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the medicine delivery industry.



**DEFAULT :** The occurrence of any of the following shall constitute a material default under this Contract: 1. The failure to make payment when due under the terms of this Agreement. 2. The insolvency or bankruptcy of either party. 3. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency. 4. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**LIMITATION OF LIABILITY :** EACH OF THE PARTIES AGREES THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE COMMERCIAL CIRCUMSTANCES OF THIS AGREEMENT AND THAT IT WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE OTHER PARTY'S AGREEMENT TO LIMIT ITS LIABILITY IN THE MANNER, AND TO THE EXTENT, PROVIDED FOR HEREIN.

**REMEDIES :** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such a time period shall result in the automatic termination of this Contract.

**ARBITRATION :** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that is in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY:** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.



**AMENDMENT:** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment

**GOVERNING LAW:** This Contract shall be construed in accordance with the laws of the State of New York.

**NOTICES :** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered by email or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

**INDEPENDENT CONTRACTOR:** The parties agree that in rendering the delivery services, RX2GO and any person employed by RX2GO, (as either an employee or independent contractor) to perform the services on its behalf for "Medminder Pharmacy" shall act (and be considered for all purposes) as a independent contractor of "Medminder Pharmacy" and not considered as an employee or agent of "Medminder Pharmacy". This agreement does not create any authority of either party to make any representation or commitment binding on the other party.

**CLIENT'S RESPONSIBILITIES:** "Medminder Pharmacy" acknowledges and agrees that RX2GO's performance may be dependent in part upon "Medminder Pharmacy" timely satisfaction of Client's responsibilities under this Agreement, and that RX2GO will be relieved of any of its obligations (e.g. route completion, etc.) to the extent such obligation is wholly dependent upon responsibilities of "Medminder Pharmacy" that are not fully met. "Medminder Pharmacy" further agrees to be responsible for any additional fees and expenses incurred due to any delays resulting solely from "Medminder Pharmacy" failure to perform its responsibilities under this agreement in a timely and satisfactory manner.

**EQUIPMENT:** RX2GO will supply all tools, equipment, and supplies required to perform the pick up and delivery services under this Agreement. RX2GO risk of loss, theft, damage, or destruction of any item in the process of the delivery shall be limited to the delivery equipment (not the items delivered) from any cause whatsoever.

**LEGAL REPRESENTATION:** Each party to this Agreement acknowledges that they have each been represented by independent legal counsel of their own respective selection in connection with the negotiation, review and execution of this Agreement or that if they have not so represented that they have voluntarily chosen not to obtain counsel.

**ENTIRE AGREEMENT:** This agreement, together with the schedules attached hereto, is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, relating to the subject matter hereof. This agreement can be amended only by a subsequent written agreement signed by both parties.



This agreement signed on \_\_\_\_\_

On behalf of Rx2Go by \_\_\_\_\_

**SIGNATURES:**

This agreement signed on \_\_\_\_\_

On behalf of Medminder Pharmacy by

\_\_\_\_\_

**SIGNATURES:**

VOID